

ZIGMA5, Inc. END USER SERVICE AGREEMENT

This End User Service Agreement (the "Agreement") is made effective as of date agreed to by CLICKING "ACCEPT", by and between ZIGMA5, Inc ("ZIGMA5"), a NEW YORK company, headquartered at 79 Pine Street, Suite 235, New York, NY 11803 and an end user ("you," or "Customer"). Each party is collectively referred to as "Parties", or individually as "Party".

By CLICKING "ACCEPT", Customer acknowledges that you have read and understand Agreement completely, and that you agree to the terms and conditions set forth below. Furthermore, Customer acknowledges that you are of legal age to enter into this Agreement and become bound by its terms.

RECITALS

WHEREAS, ZIGMA5 is in the business of providing specific products and services set forth in Exhibit A which may be modified from time to time by ZIGMA5 in its sole discretion ("Services") and Customer desires to use said Services;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1.0 SERVICES OFFERED

ZIGMA5 will provide Customer with Services in accordance with the terms of this Agreement. Current pricing for said Services are described on ZIGMA5's web site, www.ZIGMA5.com, these prices may change without notice from time to time.

2.0 SERVICE DISTINCTIONS AND RESTRICTIONS

Customer acknowledges and understands that the Services covered under this agreement are not traditional telephone services. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between said Services and the traditional telephone service, including but not limited to different regulatory treatment than the traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

Customer acknowledges and understands that the Services provided by ZIGMA5 do not function in the event of power failure. Customer also acknowledges and understands that the Services require a fully functional broadband connection to the Internet (which is not provided by ZIGMA5).

2.1 EMERGENCY SERVICES – 911 / E911 DIALING

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICES DO NOT SUPPORT 911 OR E911 ACCESS TO EMERGENCY SERVICES. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT APPROPRIATE ACCESS TO 911 AND E911 EMERGENCY SERVICES IS AVAILABLE AND ACCESSIBLE THROUGH THE PUBLIC SWITCHED TELEPHONE NETWORK (PSTN). YOU AGREE TO INFORM ANY THIRD PARTY WHO MAY USE YOUR SERVICE OF THE NON AVAILABILITY OF 911/E911 OVER THE ZIGMA5 SERVICE. NEITHER ZIGMA5 NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE

ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ZIGMA5 AND ITS THIRD PARTY PROVIDER FROM ANY CLAIM OR ACTION ARISING OUT OF NON AVAILABILITY OF 911/E911 OR MISROUTES OF 911 CALLS.

2.2 USE OF SERVICES BY CUSTOMER OUTSIDE OF THE UNITED STATES

ZIGMA5 does not presently offer or support the Services to customers located in countries outside of the United States. If Customer connects a device to ZIGMA5's Service from a country other than the United States and uses the Service from there, Customer does so at your own sole risk, including the risk that such activity violates local laws in the country where Customer does so. Customer is liable for any and all such use of the Services by yourself or any person making use of the Services provided to Customer and agree to indemnify and hold harmless ZIGMA5 against any and all liability for any such use. ZIGMA5 reserves the right to terminate Customer's Service immediately and without advance notice if it determines that Customer is using it from outside the United States.

2.3 OTHER SERVICE RESTRICTIONS

Certain usage restrictions may be placed on the Services due to a high risk of fraud, regulatory restrictions and, or difficulties in settlement. These restrictions include but are not limited to calls terminating to or originating from a specific country or geographic area being blocked. Restrictions for said Services are described on ZIGMA5's web site, www.ZIGMA5.com, and may change without notice from time to time at ZIGMA5's sole discretion.

2.4 ACCEPTABLE USE OF SERVICES

Customer agrees to use the Services only for lawful purposes. Customer agrees not to use ZIGMA5 Services for transmitting or receiving any communication or material of any kind which in ZIGMA5's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute criminal or illegal activities; give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Customer agrees not to attempt to hack, misuse, disrupt or disable or damage the Service in any way and that it will not interfere with or disrupt other users of Services and/or any other service provider who furnishes services to Customer in connection with this Agreement. Customer agrees not to engage in the delivery of unwanted or unsolicited communications or SPAM to third parties using ZIGMA5 Services or resources. ZIGMA5 reserves the right to terminate your service immediately and without advance notice if ZIGMA5, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges and taxes, plus a termination or disconnect fee, all of which immediately become due and payable. If ZIGMA5, in its sole discretion believes that you have violated the above restrictions, ZIGMA5 may forward the objectionable material, as well as your communications with ZIGMA5 and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

Customer agrees that the use of the Services for activities other than reasonable personal residential use will obligate Customer to pay ZIGMA5's higher rates for business services for all periods of such use, including past periods, in which Customer used the Services for commercial or governmental purposes. ZIGMA5 reserves the right to immediately terminate or modify the Services, if ZIGMA5 determines, in its sole discretion that Customer's use of the Services is for non-residential or commercial use.

3.0 TERM

Services are offered on a monthly basis for a term which begins on the date that ZIGMA5 activates the Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by Customer unless written notice of non-renewal is provided at least ten (10) days before the end of the monthly term in which the notice is given. Notification of non-renewal must be provided by electronic mail to support@ZIGMA5.com or be submitted online at www.ZIGMA5.com ZIGMA5 reserves the right to make disconnect or termination charges when Customer makes notification of non-renewal.

4.0 CHARGES AND FEES

The charges and fees for Services will change from time to time and are based on usage. Usage charges are assessed to Customer's account as Services are utilized and are based on usage Rates in effect at the time the Service was delivered. Usage rates may vary depending on a number of factors including but not limited to: (i) the type of Services provided, (ii) the terminating locations where the Services are offered and provided. Usage is billed in six second increments and may be subject to a minimum connect charge except as otherwise detailed in the usage rates on ZIGMA5'S website. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

All funds, charges, fees and credits will be settled in United States dollars (USD).

The Customer may view ZIGMA5's effective rates for usage, recurring and non-recurring charges at www.ZIGMA5.com **Rates are subject to change.**

4.1 BILLING ADDRESS AND CUSTOMER DETAILS

Customer must keep up to date billing address and other Customer information held by ZIGMA5 at www.ZIGMA5.com

4.2 SERVICE CREDITS

Service Credit allowances shall be provided at the sole discretion of ZIGMA5 upon written request by the Customer to support@ZIGMA5.com. If it is determined by ZIGMA5 that a credit warranted, the amount will be credited directly to the Customer's account balance to be applied against future user of Services. Credits will not be refunded in the event that this agreement is terminated.

4.3 TAXES

Customer is responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for Services. Such amounts are in addition to payment for the Services and will be assessed to your account as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide ZIGMA5 with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date ZIGMA5 receives such certificate.

4.4 PAYMENT

ZIGMA5 services are prepaid. To use said services, Customer must establish a prepaid account balance by depositing funds into the account prior to or at the time the Services are activated. Payment may be made by providing a valid credit card number (Visa or MasterCard, or any other issuer then-accepted by ZIGMA5). ZIGMA5 reserves the right to stop accepting credit cards from one or more issuers. At all times, the Customer must maintain an account balance that is greater than the minimum allowable balance of \$ 0.00 for the account. To replenish the account balance the Customer must deposit additional funds into the account by charging the Customer's credit card. Should the account balance fall to the minimal allowable balance, the account may, at

the sole discretion of ZIGMA5, be suspended or terminated. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.

4.5 DELINQUENT PAYMENTS

If any charges or fees for Services are due but unpaid for any reason including, but not limited to, non-payment, declined or reversed Credit Card charges, ZIGMA5 may suspend or terminate Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by ZIGMA5. Customer will be fully liable to ZIGMA5 for all costs incurred by ZIGMA5 in collecting accrued charges, including but not limited to collecting costs and attorney's fees and any charges it receives from the credit card issuer.

4.6 BILLING DISPUTES

All billing disputes or requests for adjustments must be made in good faith and received by ZIGMA5 in writing within 45 days of the disputed event or Customer's right to raise such billing disputes will be deemed waived. All billing disputes must be submitted to the following email address: support@ZIGMA5.com. Each billing dispute should contain sufficient information for the ZIGMA5 to investigate the disputed event, including but not limited to, the time and date of the event, type of service used, origination and termination details, and the nature of the dispute. ZIGMA5 will respond to each dispute within 21 days of receipt of properly completed dispute information. If ZIGMA5 determines that a disputed event was billed in error, ZIGMA5 will issue a credit to reverse the amount that was incorrectly billed. ZIGMA5 shall solely determine disputed events, and ZIGMA5's decision on the disputed event, absent arithmetic errors, shall be final.

4.7 REFUND OF UNUSED BALANCE AT TERMINATION

Following termination of this agreement, ZIGMA5 will refund any monies remaining in the customer's account within 60 days of effective termination date. Refunds will be issued to the customer using check other acceptable means to Customers billing address on record at that time. The amount refunded will be equal to the ending account balance less any termination fees, disconnect fees, any unbilled charges and applicable taxes for Services delivered prior to termination or any Service credits issued. The termination or disconnect fee will be waived if the Agreement is terminated by the ZIGMA5 for reasons other than those covered in Section 5.

5.0 SUSPENSION AND TERMINATION BY ZIGMA5

ZIGMA5 reserves the right to suspend or discontinue providing Services generally, or to terminate Customers Service, at any time in its sole discretion. If ZIGMA5 discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of any final month's recurring charges. If Customer's Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper or unacceptable use of Services as set forth in Section 2.4, Customer will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges plus termination or disconnect fee, all of which immediately become due and payable. Accounts that are inactive for a period of sixty (60) days will be automatically suspended. Accounts are considered inactive if no Service usage occurs during the period. Inactive accounts that are suspended will, at the sole discretion of ZIGMA5, be terminated if the Customer fails to request that the account be reactivated and resumes using service within 30 days of the account being suspended. Accounts terminated for inactivity will be assessed a disconnect fee.

6.0 PROHIBITION ON RESALE

Services are being provided to Customer as an end user. Customer may not resell or transfer the service to any other person or party for any purpose, without prior written permission from ZIGMA5. Resale of the service without permission will result in the immediate suspension of service to the Customer.

7.0 COPYRIGHT, TRADEMARKS, UNAUTHORIZED USAGE OF FIRMWARE OR SOFTWARE

The Services and any software used to provide the Services or provided to Customer in conjunction with providing the Services, and all Services, information, documents and materials on ZIGMA5s website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of ZIGMA5 are and shall remain the exclusive property of ZIGMA5 and nothing in this Agreement shall grant you the right or license to use any of such marks. Customer acknowledges that you have not been granted any license to use the firmware or software used to provide the Services or provided to you in along with providing the Services. If Customer uses an interface device not approved by ZIGMA5 with Services, Customer will indemnify and hold harmless ZIGMA5, its officers, directors, employees and affiliates against any liability arising out of such use.

8.0 PRIVACY

ZIGMA5 privacy policies can be found online at www.ZIGMA5.com

Customer acknowledges and understands that ZIGMA5 Services utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Information transmitted over the public Internet or third party networks may not be encrypted. ZIGMA5 shall not be liable for any lack of privacy which may be experienced with regard to using the Service.

Customer acknowledges and understands that from time to time ZIGMA5 employees, subcontractors and agents may view Company's data and call information in order to resolve specific errors discovered with ZIGMA5's Services or third party service providers.

9.0 SERVICE OUTAGES

Customer acknowledges and understands that the ZIGMA5's Services rely on existing Customer infrastructure (not provided by the ZIGMA5) and are dependent on high-speed, quality broadband access to each Customer's location. Service outages may occur that are outside of the control of ZIGMA5. Outages may occur for a variety of reasons including but not limited to power failures, service interruptions by Customer's broadband provider and/or Internet Service Provider, service interruptions by third party service providers and failings of the public internet, ZIGMA5's components or PSTN (Public Switch Telephone Network). Should such an outage occur, ZIGMA5 Services may be unavailable in part or entirely until such time that the outage is resolved and access connectivity is restored. Non- Usage charges will continue to be accrued during outage periods until you or ZIGMA5 terminate the Service in accordance with this Agreement.

ZIGMA5 may perform scheduled or emergency maintenance (including temporary suspension of Services as necessary) to maintain or modify its Services. ZIGMA5 will make best effort to provide the Customer with notice of such maintenance as is reasonably practicable in the circumstances.

10.0 GENERAL CONDITIONS

10.1 ZIGMA5's primary methods of communication with Customer are via electronic mail ("email") and the ZIGMA5 web site at www.ZIGMA5.com Notices to Customer shall be sent to the email address ("Email Address") specified by Customer at the time of registration for the Services or as subsequently updated by Customer. Customer is responsible for notifying ZIGMA5 of any Email Address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other

information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder. ZIGMA5 may also post notices as set forth previously and such posting on the ZIGMA5 website will also constitute notice to the Customer.

10.2 This Agreement and the rates for Services at www.ZIGMA5.com constitute the entire agreement between Customer and ZIGMA5 and govern Customer's use of the Services, superceding any prior agreements between Customer and ZIGMA5 and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding on ZIGMA5 unless it is posted in accordance with Section 10.3 hereof.

10.3 ZIGMA5 may change the rates, terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the earliest date of when the Customer is notified by email or the notice is posted on the ZIGMA5 website at www.ZIGMA5.com. Such changes will become binding on Customer, on the date mailed and or posted to ZIGMA5 website and no further notice by ZIGMA5 is required.

10.4 All Recitals, Exhibits and Appendices to this Agreement are fully incorporated in this Agreement.

10.5 The failure of either party to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time performance by the other party of any provision herein, shall in no way affect the validity of, or act as a waiver of this Agreement, or any part hereof, or any right of such party thereafter to enforce it.

10.6 If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.7 All Section headings and captions used in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions in this Agreement.

10.8 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10.9 Customer acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that ZIGMA5 shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

10.10 Each Party represents and warrants that the execution of this Agreement and performance of Party's obligations hereunder will not conflict with, result in the breach of any provision of, or the termination of or constitute a default under, any agreement with any other person or entity of which either Party is a party or by which they are bound.

10.11 No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

10.12 Company may have rights to breach the contract.

11 LIMITATION OF LIABILITIES AND INDEMNIFICATION

11.1 Customer acknowledges and understands that ZIGMA5's liability is limited for any Service outage, reduction in service level or inability to dial 911/emergency services or to access emergency service personnel, as set forth in this document. Customer agrees to defend, indemnify, and hold harmless ZIGMA5, its officers, directors employees affiliates and agents and any other service provider who furnishes services to Customer in

connection with this Agreement or the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees and costs incurred or suffered by ZIGMA5) by, or on behalf of, Customer, an Agent of the Customer or any third party or user of Customer's Service, relating to the absence, failure or outage of the Services, including 911 dialing/emergency services and/or inability of Customer or any third person or party or user of Customer's Service to dial 911 or to access emergency service personnel, the loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Services, breach of a representation or warranty of Agent, acts, omissions or default of the Agent or Agent Parties in the performance of any of the covenants, obligations, services or agreements of Agent. This paragraph shall survive termination of this Agreement.

11.2 ZIGMA5 shall not be liable for any delay or failure to initiate and provide Services, including the inability to access 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: act or omission of ZIGMA5 or an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; power outage, equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure of ZIGMA5's Services or caused by the loss of power to Customer; outage of Customer's ISP or broadband service provider; act or omission of Customer or any person using the Service provided to Customer; or any other cause that is beyond ZIGMA5's control.

11.3 ZIGMA5's aggregate liability for (i) any Service outage or degradation in Services; (ii) any claim with respect to ZIGMA5's performance or nonperformance hereunder or (iii) any failure or mistake, or (iv) any ZIGMA5 act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

11.4 IN NO EVENT SHALL ZIGMA5, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT ZIGMA5 WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

11.5 Customer is liable for any and all liability that may arise out of the content transmitted between Users of Services and between Users of Services and third parties. You shall assure that Customer's or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. ZIGMA5 reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if ZIGMA5 determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with ZIGMA5's ability to provide Services to you or others or receives notice from anyone that Customer's or Users' use or Content may violate any laws or regulations. ZIGMA5's actions or inaction under this Section shall not constitute review or approval of Customer's or Users' use or Content. You will indemnify and hold harmless ZIGMA5 against any and all liability arising from the content transmitted by or to Customer or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service provided to Customer.

11.6 DISPUTES.

In the event a dispute arises between the parties to this Agreement, it is hereby agreed that the dispute and the parties shall submit to binding arbitration in accordance with the rules of the American Arbitration Association, or the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the mediation and arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. This paragraph does not apply to any dispute arising as a result of Paragraph 7.0 this Agreement regarding Marks. Any arbitration will take place in the state of Delaware. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

11.7 NO WARRANTIES ON SERVICES.

ZIGMA5 MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, ZIGMA5 DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. IN NO EVENT SHALL ZIGMA5, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO ZIGMA5 OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ZIGMA5'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE, IF ANY, BY ZIGMA5 OR ZIGMA5'S AGENTS OR RESELLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

EXHIBIT A PRODUCTS AND SERVICES

1.0 PRODUCT AND SERVICES

The following services are made available for use pursuant to the terms covered under this agreement:

- i. Voice over IP (VoIP) Broadband Origination to Public Switch Telephone Network (PSTN) Termination Service.
- ii. Voice over IP (VoIP) IP Broadband Origination to Voice over IP (VoIP) Broadband Termination Service.

2.0 SERVICE LIMITATIONS AND SPECIAL CONSIDERATIONS

2.1 Blocked Public Switched Telephone Network (PSTN) Terminations. Due to fraud and other factors, some international or premium PSTN terminations may be blocked. The list of blocked PSTN terminations may be updated from time to time by ZIGMA5 at its sole discretion and can change without notice. Customer may obtain a current list of blocked destinations by submitting a request in writing to ZIGMA5.

2.2 EMERGENCY SERVICES.

911, E911 OR EMERGENCY SERVICES ARE **NOT** SUPPORTED.

3.0 TECHNICAL SUPPORT.

3.1 ZIGMA5 provides technical support to Customer for Services via e-mail at support@ZIGMA5.com and the ZIGMA5 web site at www.ZIGMA5.com. Support for other applications and uses is not provided or implied.